

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE FUNDING,
IMPLEMENTATION AND ADMINISTRATION OF
PROGRAMS INVOLVING POLICE OFFICERS IN SCHOOLS**

THIS INTERGOVERNMENTAL AGREEMENT, dated August 3, 2020 is entered into by and between THE CITY OF COLORADO SPRINGS, a Colorado Municipal Corporation and Home Rule City (hereinafter referred to as the "City"), and ACADEMY DISTRICT 20 (hereinafter referred to as the "School District" or the "District"). For purposes of this Intergovernmental Agreement ("IGA") each party may be referred to as a "party" or collectively as "parties".

THE PARTIES AGREE AS FOLLOWS:

1. **AUTHORITY:** This IGA is made by and between the parties hereto under the authority of CRS Section 29-1-203, *et seq.*
2. **PURPOSE:** The purpose of this IGA is to provide for the health, safety, and welfare of Colorado Springs' public school students by providing for partnership programs involving police officers in schools. It is the mission and goal of the SRO to act as a role model for the students, to provide a safe, inclusive and positive learning environment for all, and act as a liaison between the students, school staff, parents and the Colorado Springs Police Department.
3. **OBLIGATIONS OF THE PARTIES:**
 - A. The School District will schedule the working hours of the police officers supporting the partnership program, taking into account those days when the School District is in operation. The hours of police officer availability will be during school hours while the School District is in session. Adjustments outside of these regular hours may be made by mutual agreement between the School District's security department and the Colorado Springs Police Department ("CSPD").
 - B. Officers supporting the partnership program will be City employees recruited and selected by CSPD. Their salary, payroll taxes, payroll-based expenses, benefits, and training will be paid by the City. SROs shall have no substantiated evidence of harassment, discrimination or disciplinary issues at CSPD. The SRO position is selective position within CSPD that officers must apply for and be accepted for based upon professional law enforcement experience and factors.
 - C. In addition, SROs should have positive experience working with youth and/or in a school setting. CSPD shall ensure that all SROs review School District 20 policies and procedures.
 - D. Cost-sharing between the City and the School District will be based on the schedule of projected costs contained in Section 5 of this IGA. In order to ensure proper appropriation and set-aside of funds required by the School District, a thirty (30) day advance notice shall be given to the School District for any adjustments by the City to reflect changes in salary as determined by the City Salary Schedule, and to reflect the actual amount of time officers work in their official capacity within the partnership program by mutual agreement of the parties. The City will be responsible for providing workers' compensation coverage, the cost of which will be included in the projected costs to be shared in accordance with Section 5 of this IGA.

- E. All scheduling, deployment, supervision, and payment of the officers supporting the partnership program will be the responsibility of the City. The deployment needs of the CSPD will take priority over partnership duties.
- F. The City and the School District retain all of their rights and obligations under the Colorado Governmental Immunity Act, CRS 24-10-101, *et seq.* The City specifically assumes no responsibility for the implementation, operation, or administration of this program.
- G. The City reserves the option to make substitute police officers available when regularly scheduled officers are not available to support the program.
- H. The partnership program consists of High School Resource Officers ("SROs"). Further definitions of duties are provided in Section 4 of this IGA. If the School District is not participating in a particular program, the duties assigned will be identified as "not applicable."
- I. Information and record sharing between CSPD and the District concerning education student records shall follow the requirements and allowed exceptions of the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, as well as all applicable Federal civil rights and laws and relevant Colorado statutes. The sharing of CSPD criminal justice records with the District will be controlled by CSPD policies and procedures, the Colorado Criminal Justice Records Act and other relevant Colorado law

4. ROLES AND RESPONSIBILITIES:

- A. School District: The mission of school security is to build partnerships with school communities by creating and maintaining a safe and nurturing educational environment for all students, staff, and visitors, by deterring criminal and disruptive conduct that impacts the learning environment, ensuring timely and effective response to requests for assistance, and providing training in emergency preparedness.

The School District will:

1. Provide a school district coordinator.
2. Provide a school facilitator (liaison in the school).
3. Provide time for their school principal or designee, and the assigned SRO, to participate in a review of the school crisis plan at the beginning of each semester.
4. Maintain sole responsibility for implementing the Student Code of Conduct and discipline policies. The school administration has the primary responsibility for maintaining order in the school environment and for investigating and responding to school discipline matters. The SRO shall refer any reports or concerns relating to student discipline to the principal or designee and shall not independently investigate or administer consequences for violations of the Student Code of Conduct or any school disciplinary rules. The SRO should generally not have any further involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behaviors and other similar minor infractions of school rules. School administrators shall only request SRO assistance when necessary to protect the physical safety of staff,

students, or others in the school environment.

- a. *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations.
 - b. *Interrogations.* The SRO will not be involved in questioning of students initiated and conducted by school staff in disciplinary matters.
5. Adhere to School District Policies and Procedures including, but not limited to crisis prevention, emergency response procedures (practice drills), threat assessments, and addressing behavior or other information that may indicate impending violence.
 6. Provide an office for the assigned SRO.
 7. Coordinate other meetings as deemed necessary by the district, school staff, SRO, or SRO supervisors.
 8. Observe and provide information for the evaluation of the SRO.
 9. Comply with the following notification provisions:
 - a. Notify CSPD in each and every instance the District or school administration becomes aware of an SRO volunteering his/her time at the SRO's assigned school. This notification will be made to the Police Chief as soon as the District or school administration becomes aware of the officer's volunteer activities.
 - b. Ensure personnel working with the SRO review and familiarize themselves with CSPD General Orders 580, 704, 750, 755, 775, 1301, 1303, 1655 or any General Order that is subsequently provided by CSPD to the School District Superintendent and identified as a General Order that is applicable to this Agreement.
 - c. Notify CSPD in each and every instance in which the District or school administration has reason to believe that an SRO is in violation of the above-referenced General Orders. As soon as the District or school administration becomes aware or suspects that an SRO may be in violation of any of the above-referenced General Orders, notification will be made to the Police Chief.
 10. Indemnify, defend and hold harmless the City from and against any and all claims, demands or causes of action for injury or death to any person or damage to property (including all costs and reasonable attorneys' fees incurred in defending any claim, demand or cause of action) in any case in which the District or school administration intentionally fails to inform the City of any violation of the Notification Provisions of Section 4, Subsection A of this Agreement, that it knew or should have known about.

B. The CSPD High School Resource Officer: The mission of the High School SRO is to provide for and maintain a safe, healthy, and productive learning environment while acting as a positive role model for all Colorado Springs' public high school students by working in a cooperative, proactive, problem-solving partnership between the City and the School District.

The City will:

1. Provide officer supervision.
2. Provide an officer assigned to the SRO unit.
3. Provide officer uniforms, equipment, vehicle, and training.

4. Place an SRO in the school five days per week.

The High School SRO will:

1. Enhance safety on school grounds to provide a safe learning environment.
2. Wear the official law enforcement uniform or other apparel issued by CSPD at all times while serving on District property and shall make best efforts to maintain high visibility at all times when practical and safe to do so.
3. If an SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to remove the student from other students and bystanders or otherwise not bring undue attention to the student unless, as determined by the SRO, officer safety or investigation concerns dictate otherwise.
4. SROs shall be aware of and comply with all laws and standards regarding searches of persons and property. In particular, SROs shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school administrators in connection with student discipline. At no time shall any SRO request that any School District 20 staff member lead or conduct a search of a student for law enforcement purposes.
5. Assist school staff and students with locating community resources.
6. Identify and solve mutual problems affecting the School District and the community.
7. Assist teachers by supporting their classes dealing with constitutional and local law issues. Assist teachers by supporting and/or providing supplemental course instruction relating, but not limited to, social media and cyber safety, drug interactions, explicit mobile device communication and constitutional law.
8. Provide a positive liaison between CSPD, the students, the school administration, and the District security department.
9. Assist with, solve, or be involved in any issue of mutual interest and agreement.
10. Conduct visits to the feeder middle school(s) on a time-available basis and respond to calls for service as requested by the middle school principal or designee or District personnel on a time-available basis.
11. Adhere to the Colorado Revised Statutes and CSPD's Policies and Procedures including, but not limited to crisis prevention, emergency response procedure (practice drills), threat assessments, and addressing behavior or other information that may indicate impending violence.
12. Maintain confidentiality of any information obtained pursuant to the Colorado Children's Code, Title 19 of the Colorado Revised Statutes, and shall not disclose the information except as provided for by law or court order. The SRO may have access to confidential student records or to any personally identifiable information of any School District 20 student as defined in 34 CFR 99, only to the extent allowed under the Family Educational Rights to Privacy Act (FERPA) and applicable School District 20 administrative policies and procedures.
13. Not volunteer his/her time, outside of normal duty time and compensated time activities, at the school to which he/she is assigned unless previous approval by their chain of command.

The SRO will not:

1. Be used for lunchroom, hallway or other monitoring duties.
2. Disclose any confidential information to anyone regarding investigations, pursuant to the Colorado Children's Code, Colorado Revised Statutes and CSPD Policy, except as provided for by law or by court order.

Special Considerations:

1. Although SROs will be working in conjunction with the school staff, they will report directly to the CSPD administrative sergeant on any administrative matters.
2. Although assigned to a specialized unit within CSPD, SROs are required by policy and procedure to perform various tasks throughout the year, including but not limited to weapons' qualification on a quarterly basis, in-service training on an annual basis, and court appearances as subpoenaed.
3. CSPD understands and acknowledges that there may be circumstances in which both the CSPD and the District will have a need to investigate student conduct, on or off school property. CSPD further understands and acknowledges that District investigation of such conduct will not necessarily be to determine whether a crime has been committed but whether appropriate disciplinary measures need to be taken. After consultation by the District with a CSPD supervisor regarding the scope of the concurrent investigation, the District will be entitled to interview witnesses, including the alleged perpetrator(s) of such conduct, and conduct its own investigation as it determines is appropriate and within time frames it deems appropriate

5. REIMBURSEMENT:

- A. The City will invoice the School District each semester for the costs associated with the operation of the partnership program.
- B. The High School SRO program will consist of having an officer in each of the District's contracted high schools 8 hours per day for 5 days per week, or 40 hours total per week for the School District year. However, by mutual agreement between the District and the City, this schedule can be modified to better address the needs of the District. The SRO will use both the first and last 30 minutes of their shift for donning or doffing their uniform and for travel to and from the school and their area command.

School	Estimated Cost - Fall Semester	Estimated Cost - Spring Semester	Total Cost 2020-2021 School Year	Est. CSPD Share (25%)	Est. School District Share (75%)
Discovery Canyon	\$37,260	\$43,630	\$80,890	\$20,222	\$60,668
Liberty	\$37,260	\$43,630	\$80,890	\$20,222	\$60,668
Pine Creek	\$37,260	\$43,630	\$80,890	\$20,222	\$60,668
Rampart	\$37,260	\$43,630	\$80,890	\$20,222	\$60,668

Pricing is based on a typical school year schedule. Costs will vary as schedules change.

- C. Invoices for cost sharing are due and payable in full upon receipt.

D. The City will account for all such cost-sharing amounts received as revenue to the General Fund.

6. TERM OF PROGRAM:

A. The partnership program between the City and the School District under this IGA is deemed to have begun on the first day of the first (Fall) semester of school in the 2021-2022 school year and ends on the last day of the second (Spring) semester of school in the 2021-2022 school year as defined by the School District.

B. This IGA shall be effective for one school year unless it is terminated earlier as provided. The District may exercise its option to extend the contract for an additional school year period, up to four (4) additional school year periods, by providing the City with notice of its intent to renew thirty (30) days prior to the current expiration date. Any option to extend this contract will become effective only after agreement of the City to the extension. Any extension of this IGA is subject to annual appropriation of funds by both the City and also the School District.

7. ASSIGNMENT: The School District shall not assign or otherwise transfer this IGA or any right or obligation hereunder without prior written consent of the City.

8. LAW: This IGA is subject to and shall be interpreted under the law of the state of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The School District shall ensure that the School District and the School District employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or hereafter amended.

9. APPROPRIATION OF FUNDS:

A. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of

fiscal obligations arising under this Agreement.

- B. The School District's participation under this IGA is subject to annual appropriation of funds by the School District.

10. TERMINATION:

- A. The City may terminate this IGA with the School District for the City's convenience upon 30 days' written notice to the School District without compensation to the School District.
- B. The School District may terminate this IGA with the City for the School District's convenience upon 30 days' written notice to the City without compensation to the City except for services actually performed prior to the termination or during the 30-day notice period.

11. INTEGRATION: This IGA is a completely integrated agreement and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this agreement shall be of no effect and shall not be binding on the School District or the City. Further, the School District and the City acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against the City as the author thereof.

12. NO THIRD-PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto. Nothing contained in this IGA shall give or allow any such claim or right of action by any third person or entity. Any third-party receiving services or benefit under this IGA shall be deemed to be incidental beneficiaries only.

13. ENTIRE AGREEMENT: This IGA constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this IGA may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

14. LOCAL CONCERN: The parties agree and acknowledge that the activities contained in this IGA are matters of local concern only, and that the parties have mutually joined together for the performance of the matters of local concern, and that nothing in this IGA shall be construed as matters of statewide concern.

15. INDEMNIFICATION: The provision of services under this IGA is for the benefit of both parties to the IGA. Each party agrees to be responsible for its own liability incurred as a result of its participation in this IGA. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.

16. NO LIABILITY FOR BREACH OR TERMINATION: The School District shall have no claim or action at law against the City for breach or termination of this IGA by the City, and the School District expressly waives and releases the City from any claim or action at law or equity under, or resulting in any manner from, this IGA.

17. HEADINGS: The headings of the several articles and sections of this IGA are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this IGA and shall not be construed to affect in any manner the terms and provisions or the interpretation or construction of the IGA.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Intergovernmental Agreement on the dates indicated below.

FOR THE CITY OF COLORADO SPRINGS.

By: _____ this ___ day of _____, 2021
Mayor John W. Suthers

By: _____ this ___ day of _____, 2021
Vincent Niski, Chief of Police

FOR SCHOOL DISTRICT


By:  this 4th day of August, 2021
Brett W. Smith, Chief Operating Officer

Approved as to Form



Frederick Stein, Senior City Attorney

Approved as to Form



Tonya J. Thompson, Academy District 20
General Counsel